

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made and entered into as of December 27, 2001, by and between BOEING ELECTRON DYNAMIC DEVICES, INC., a Delaware corporation ("Assignor"), and LOMITA PARTNERS, LLC, a California limited liability company ("Assignee").

1. Assignment of Lease. For value received, Assignor hereby assigns and transfers to Assignee as of the date title to the property described on Schedule 1 attached hereto (the "Property") is transferred to Assignee (the "Transfer Date"), all of Assignor's right, title and interest in, to and under the Lease affecting the Property and described in Schedule 2 attached hereto (the "Lease").
2. Offsite Parking Severance. Assignor and Assignee acknowledge and agree that, as more fully set forth in Section 1 of the Second Amendment to Lease and Severance of Certain Lease Obligations dated December 28, 1999 with respect to the Lease (the "Second Amendment"), effective as of the Transfer Date, (A) the rights, duties and obligations of the Offsite Parking described in Paragraph 17 of the Lease and the rights, duties and obligations described in Paragraph 8 of the Lease (as amended by the First Amendment) shall be deleted from the Lease (the "Separate Obligations") and retained by Assignor and (B) this Assignment shall not include, and Assignor hereby expressly retains, all right, title and interest therein and in and to any and all offsite parking revenue payable by the Tenant under the Lease, as well as all obligations arising with respect to such Offsite Parking as provided in the Lease.
3. Assumption of Lease. Assignee hereby accepts this Assignment and hereby assumes and agrees to perform, from and after the Transfer Date, all of the covenants, conditions, agreements and obligations of the landlord under the Lease.
4. No Warranty. The Lease assigned hereby is transferred without any representation or warranty whatsoever.
5. Miscellaneous.
 - (a) This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
 - (b) In the event of any controversy arising out of or in connection with this Assignment, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' fees, disbursements, and court costs reasonably incurred by the prevailing party in connection with such action or proceeding.

(c) This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which shall collectively constitute one Assignment.

IN WITNESS WHEREOF, this Assignment has been executed effective as of the date first above written.

ASSIGNOR:

BOEING ELECTRON DYNAMIC DEVICES, INC.
a Delaware corporation

By: 

Name: Stephen J. Barker

Title: Authorized Signatory

ASSIGNEE:

LOMITA PARTNERS, LLC, a California limited
liability company

By: HEARTLAND INVESTMENTS, INC.
a California corporation, its Managing Member

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Schedule 2 to be attached prior to Closing]


(c) This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which shall collectively constitute one Assignment.

IN WITNESS WHEREOF, this Assignment has been executed effective as of the date first above written.

ASSIGNOR: BOEING ELECTRON DYNAMIC DEVICES, INC.
a Delaware corporation
By: _____
Name: _____
Title: _____

ASSIGNEE: LOMITA PARTNERS, LLC, a California limited
liability company

By: HEARTLAND INVESTMENTS, INC.
a California corporation, its Managing Member

By: 
Name: KENNETH R. AYEROFF
Title: VP

By: _____
Name: _____
Title: _____

[Schedule 2 to be attached prior to Closing]

Schedule 1 to Assignment and Assumption of Lease

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH MEASURED VERTICALLY FROM THE SURFACE AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF PARCEL 2, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 2789, FILED IN BOOK 38 PAGE 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE SUBSURFACE LYING 500 FEET VERTICALLY IN DEPT BELOW THE SURFACE THEREOF, AS RESERVED BY W. J. EARLY AND DAISY LEE EARLY, HIS WIFE, IN DEED RECORDED MAY 18, 1966 AS INSTRUMENT NO. 734 IN BOOK D-3307 PAGE 924, OFFICIAL RECORDS OF SAID COUNTY.

Schedule 2

Description of Lease

Single Tenant Lease-Net dated October 13, 1998 by Hughes Electronics Corporation (Assignor's predecessor in interest), as landlord, and General Motors Corporation, a Delaware corporation, as tenant, for the lease of Building 237, as amended by that certain First Amendment to Lease between such parties dated June 29, 1999, that certain Second Amendment to Lease and Severance of Certain Lease Obligations between such parties dated December 28, 1999, that certain Third Amendment to Lease dated as of June 26, 2000, as affected by that certain Assignment of Lease dated September 22, 2000 between Hughes Electronics Corporation, as assignor, and Hughes Space and Communications Company, as assignee, and that certain Assignment of Lease dated September 22, 2000 between Hughes Space and Communications Company, as assignor, and Hughes Electronics Corporation, a Delaware corporation.